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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91204681
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
**BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of  
Trademark Application No.: 85,079,659  
Filed: July 7, 2010  
Published: December 13, 2011  
Mark: NETREPRENEUR

ENTREPRENEUR MEDIA, INC.,

Opposer,

v.

ALIBABA GROUP HOLDING LIMITED,

Applicant.

Opposition No. 91204681

**ENTREPRENEUR MEDIA, INC.'S ANSWER TO COUNTERCLAIM FOR  
CANCELLATION OF REGISTRATIONS**

Entrepreneur Media, Inc. ("EMI") hereby answers the Counterclaim for Cancellation of Registration Nos. 1453968, 2263883, 2502032, 3519022, 3652950, 3266532, 3470064, 3204899, and 3924374, brought by Alibaba Group Holding Limited ("Alibaba"). All allegations not expressly admitted are denied.

1. In answer to Paragraph 1, EMI admits that Alibaba purports to bring the stated counterclaims.

2. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 2, and on that basis denies each and every allegation contained in Paragraph 2.

3. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 3, and on that basis denies each and every allegation contained in Paragraph 3.

4. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 4, and on that basis denies each and every allegation contained in Paragraph 4.

5. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 5, and on that basis denies each and every allegation contained in Paragraph 5.

6. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 6, and on that basis denies each and every allegation contained in Paragraph 6.

7. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 7, and on that basis denies each and every allegation contained in Paragraph 7.

8. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 8, and on that basis denies each and every allegation contained in Paragraph 8.

9. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 9, and on that basis denies each and every allegation contained in Paragraph 9.

10. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 10, and on that basis denies each and every allegation contained in Paragraph 10.

11. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 11, and on that basis denies each and every allegation contained in Paragraph 11.

12. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 12, and on that basis denies each and every allegation contained in Paragraph 12.

13. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 13, and on that basis denies each and every allegation contained in Paragraph 13.

14. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 14, and on that basis denies each and every allegation contained in Paragraph 14.

15. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 15, and on that basis denies each and every allegation contained in Paragraph 15.

16. EMI lacks sufficient information to admit or deny the allegations contained in Paragraph 16, and on that basis denies each and every allegation contained in Paragraph 16.

17. In answer to Paragraph 17, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all goods offered to entrepreneurs.

18. In answer to Paragraph 18, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all goods offered to entrepreneurs.

19. In answer to Paragraph 19, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all goods offered to entrepreneurs.

20. In answer to Paragraph 20, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all goods offered to entrepreneurs.

21. In answer to Paragraph 21, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all goods offered to entrepreneurs.

22. In answer to Paragraph 22, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all goods offered to entrepreneurs.

23. In answer to Paragraph 23, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all goods offered to entrepreneurs.

24. In answer to Paragraph 24, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all services offered to entrepreneurs.

25. In answer to Paragraph 25, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all services offered to entrepreneurs.

26. In answer to Paragraph 26, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all services offered to entrepreneurs.

27. In answer to Paragraph 27, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all services offered to entrepreneurs.

28. In answer to Paragraph 28, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all services offered to entrepreneurs.

29. In answer to Paragraph 29, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all services offered to entrepreneurs.

30. In answer to Paragraph 30, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all services offered to entrepreneurs.

31. In answer to Paragraph 31, EMI does not know the intended meaning of the term “entrepreneur related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related goods.”

32. In answer to Paragraph 32, EMI does not know the intended meaning of the term “entrepreneur related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related goods.”

33. In answer to Paragraph 33, EMI does not know the intended meaning of the term “entrepreneur related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related goods.”

34. In answer to Paragraph 34, EMI does not know the intended meaning of the term “entrepreneur related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related goods.”

35. In answer to Paragraph 35, EMI does not know the intended meaning of the term “entrepreneur related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related goods.”

36. In answer to Paragraph 36, EMI does not know the intended meaning of the term “entrepreneur related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related goods.”

37. In answer to Paragraph 37, EMI does not know the intended meaning of the term “entrepreneur related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related goods.”

38. In answer to Paragraph 38, EMI does not know the intended meaning of the term “entrepreneur related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related services.”

39. In answer to Paragraph 39, EMI does not know the intended meaning of the term “entrepreneur related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related services.”

40. In answer to Paragraph 40, EMI does not know the intended meaning of the term “entrepreneur related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related services.”

41. In answer to Paragraph 41, EMI does not know the intended meaning of the term “entrepreneur related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related services.”

42. In answer to Paragraph 42, EMI does not know the intended meaning of the term “entrepreneur related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related services.”

43. In answer to Paragraph 43, EMI does not know the intended meaning of the term “entrepreneur related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related services.”

44. In answer to Paragraph 44, EMI does not know the intended meaning of the term “entrepreneur related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “entrepreneur related services.”

45. EMI admits the allegations contained in Paragraph 45.

46. EMI admits the allegations contained in Paragraph 46.

47. EMI admits the allegations contained in Paragraph 47.

48. EMI admits the allegations contained in Paragraph 48.

49. EMI admits the allegations contained in Paragraph 49.

50. EMI admits the allegations contained in Paragraph 50.

51. EMI admits the allegations contained in Paragraph 51.

52. EMI admits the allegations contained in Paragraph 52.

53. EMI admits the allegations contained in Paragraph 53.

54. In answer to Paragraph 54, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods offered by Opposer.”

55. In answer to Paragraph 55, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods offered by Opposer.”

56. In answer to Paragraph 56, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods offered by Opposer.”

57. In answer to Paragraph 57, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods offered by Opposer.”

58. In answer to Paragraph 58, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods offered by Opposer.”

59. In answer to Paragraph 59, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods offered by Opposer.”

60. In answer to Paragraph 60, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods offered by Opposer.”

61. In answer to Paragraph 61, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services offered by Opposer.”

62. In answer to Paragraph 62, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services offered by Opposer.”

63. In answer to Paragraph 63, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services offered by Opposer.”

64. In answer to Paragraph 64, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services offered by Opposer.”

65. In answer to Paragraph 65, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services offered by Opposer.”

66. In answer to Paragraph 66, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services offered by Opposer.”



67. In answer to Paragraph 67, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services offered by Opposer.”

68. In answer to Paragraph 68, EMI does not know the intended meaning of the phrase “all goods related to any goods offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods related to any goods offered by Opposer.”

69. In answer to Paragraph 69, EMI does not know the intended meaning of the phrase “all goods related to any goods offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods related to any goods offered by Opposer.”

70. In answer to Paragraph 70, EMI does not know the intended meaning of the phrase “all goods related to any goods offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods related to any goods offered by Opposer.”

71. In answer to Paragraph 71, EMI does not know the intended meaning of the phrase “all goods related to any goods offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods related to any goods offered by Opposer.”

72. In answer to Paragraph 72, EMI does not know the intended meaning of the phrase “all goods related to any goods offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods related to any goods offered by Opposer.”

73. In answer to Paragraph 73, EMI does not know the intended meaning of the phrase “all goods related to any goods offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods related to any goods offered by Opposer.”

74. In answer to Paragraph 74, EMI does not know the intended meaning of the phrase “all goods related to any goods offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods related to any goods offered by Opposer.”

75. In answer to Paragraph 75, EMI does not know the intended meaning of the phrase “all services related to any services offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services related to any services offered by Opposer.”

76. In answer to Paragraph 76, EMI does not know the intended meaning of the phrase “all services related to any services offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services related to any services offered by Opposer.”

77. In answer to Paragraph 77, EMI does not know the intended meaning of the phrase “all services related to any services offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services related to any services offered by Opposer.”

78. In answer to Paragraph 78, EMI does not know the intended meaning of the phrase “all services related to any services offered by Opposer” and based thereon denies that it

is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services related to any services offered by Opposer.”

79. In answer to Paragraph 79, EMI does not know the intended meaning of the phrase “all services related to any services offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services related to any services offered by Opposer.”

80. In answer to Paragraph 80, EMI does not know the intended meaning of the phrase “all services related to any services offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services related to any services offered by Opposer.”

81. In answer to Paragraph 81, EMI does not know the intended meaning of the phrase “all services related to any services offered by Opposer” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all services related to any services offered by Opposer.”

82. In answer to Paragraph 82, EMI does not know the intended meaning of the phrase “pursuit of business opportunities” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for the “pursuit of business opportunities.”

83. In answer to Paragraph 83, EMI does not know the intended meaning of the phrase “pursuit of business opportunities” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for the “pursuit of business opportunities.”

84. In answer to Paragraph 84, EMI does not know the intended meaning of the phrase “pursuit of business opportunities” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for the “pursuit of business opportunities.”

85. In answer to Paragraph 85, EMI does not know the intended meaning of the phrase “pursuit of business opportunities” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for the “pursuit of business opportunities.”

86. In answer to Paragraph 86, EMI does not know the intended meaning of the phrase “pursuit of business opportunities” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for the “pursuit of business opportunities.”

87. In answer to Paragraph 87, EMI does not know the intended meaning of the phrase “pursuit of business opportunities” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for the “pursuit of business opportunities.”

88. In answer to Paragraph 88, EMI does not know the intended meaning of the phrase “pursuit of business opportunities” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for the “pursuit of business opportunities.”

89. In answer to Paragraph 89, EMI does not know the intended meaning of the term “business opportunity goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity goods.”

90. In answer to Paragraph 90, EMI does not know the intended meaning of the term “business opportunity goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity goods.”

91. In answer to Paragraph 91, EMI does not know the intended meaning of the term “business opportunity goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity goods.”

92. In answer to Paragraph 92, EMI does not know the intended meaning of the term “business opportunity goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity goods.”

93. In answer to Paragraph 93, EMI does not know the intended meaning of the term “business opportunity goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity goods.”

94. In answer to Paragraph 94, EMI does not know the intended meaning of the term “business opportunity goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity goods.”

95. In answer to Paragraph 95, EMI does not know the intended meaning of the term “business opportunity goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity goods.”

96. In answer to Paragraph 96, EMI does not know the intended meaning of the term “business opportunity services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity services.”

97. In answer to Paragraph 97, EMI does not know the intended meaning of the term “business opportunity services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity services.”

98. In answer to Paragraph 98, EMI does not know the intended meaning of the term “business opportunity services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity services.”

99. In answer to Paragraph 99, EMI does not know the intended meaning of the term “business opportunity services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity services.”

100. In answer to Paragraph 100, EMI does not know the intended meaning of the term “business opportunity services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity services.”

101. In answer to Paragraph 101, EMI does not know the intended meaning of the term “business opportunity services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity services.”

102. In answer to Paragraph 102, EMI does not know the intended meaning of the term “business opportunity services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity services.”

103. In answer to Paragraph 103, EMI does not know the intended meaning of the term “business opportunity related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related goods.”

104. In answer to Paragraph 104, EMI does not know the intended meaning of the term “business opportunity related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related goods.”

105. In answer to Paragraph 105, EMI does not know the intended meaning of the term “business opportunity related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related goods.”

106. In answer to Paragraph 106, EMI does not know the intended meaning of the term “business opportunity related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related goods.”

107. In answer to Paragraph 107, EMI does not know the intended meaning of the term “business opportunity related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related goods.”

108. In answer to Paragraph 108, EMI does not know the intended meaning of the term “business opportunity related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related goods.”

109. In answer to Paragraph 109, EMI does not know the intended meaning of the term “business opportunity related goods” and based thereon denies that it is claiming, in this

opposition proceeding, exclusive rights to the stated mark for “business opportunity related goods.”

110. In answer to Paragraph 110, EMI does not know the intended meaning of the term “business opportunity related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related services.”

111. In answer to Paragraph 111, EMI does not know the intended meaning of the term “business opportunity related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related services.”

112. In answer to Paragraph 112, EMI does not know the intended meaning of the term “business opportunity related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related services.”

113. In answer to Paragraph 113, EMI does not know the intended meaning of the term “business opportunity related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related services.”

114. In answer to Paragraph 114, EMI does not know the intended meaning of the term “business opportunity related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related services.”



115. In answer to Paragraph 115, EMI does not know the intended meaning of the term “business opportunity related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related services.”

116. In answer to Paragraph 116, EMI does not know the intended meaning of the term “business opportunity related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “business opportunity related services.”

117. In answer to Paragraph 117, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all “printed materials pertaining to business opportunities.”

118. In answer to Paragraph 118, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “printed materials pertaining to business opportunities.”

119. In answer to Paragraph 119, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “printed materials pertaining to business opportunities.”

120. In answer to Paragraph 120, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “printed materials pertaining to business opportunities.”

121. In answer to Paragraph 121, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all “printed materials pertaining to business opportunities.”

122. In answer to Paragraph 122, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all “printed materials pertaining to business opportunities.”

123. In answer to Paragraph 123, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “printed materials pertaining to business opportunities.”

124. In answer to Paragraph 124, EMI admits that it is claiming, in this opposition proceeding, exclusive rights to the ENTREPRENEUR mark as registered but denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all purposes.

125. In answer to Paragraph 125, EMI admits that it is claiming, in this opposition proceeding, exclusive rights to the ENTREPRENEUR.COM mark as registered but denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all purposes.

126. In answer to Paragraph 126, EMI admits that it is claiming, in this opposition proceeding, exclusive rights to the ENTREPRENEUR CONNECT mark as registered but denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all purposes.

127. In answer to Paragraph 127, EMI admits that it is claiming, in this opposition proceeding, exclusive rights to the ENTREPRENEURENESPANOL.COM mark as registered but denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all purposes.

128. In answer to Paragraph 128, EMI admits that it is claiming, in this opposition proceeding, exclusive rights to the ENTREPRENEUR PRESS mark as registered but denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all purposes.

129. In answer to Paragraph 129, EMI admits that it is claiming, in this opposition proceeding, exclusive rights to the ENTREPRENEUR’S STARTUPS mark as registered, but denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all purposes.

130. In answer to Paragraph 130, EMI admits that it is claiming, exclusive rights to the ENTREPRENEUR’S STARTUPS mark as registered but denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all purposes.

131. In answer to Paragraph 131, which is duplicative of other allegations, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all “printed materials related to business opportunities.”

132. In answer to Paragraph 132, which is duplicative of other allegations, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “printed materials related to business opportunities.”

133. In answer to Paragraph 133, which is duplicative of other allegations, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “printed materials related to business opportunities.”

134. In answer to Paragraph 134, which is duplicative of other allegations, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “printed materials related to business opportunities.”

135. In answer to Paragraph 135, which is duplicative of other allegations, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all “printed materials related to business opportunities.”

136. In answer to Paragraph 136, which is duplicative of other allegations, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all “printed materials related to business opportunities.”

137. In answer to Paragraph 137, which is duplicative of other allegations, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all “printed materials related to business opportunities.”

138. In answer to Paragraph 138, EMI admits that it is opposing the subject application based on, among other things, its rights to the registered mark ENTREPRENEUR.

139. In answer to Paragraph 139, EMI admits that it is opposing the subject application based on, among other things, its rights to the registered mark ENTREPRENEUR.COM.

140. In answer to Paragraph 140, EMI admits that it is opposing the subject application based on, among other things, its rights to the registered mark ENTREPRENEUR CONNECT.

141. In answer to Paragraph 141, EMI admits that it is opposing the subject application based on, among other things, its rights to the registered mark ENTREPRENEURENESPANOL.COM.

142. In answer to Paragraph 142, EMI admits that it is opposing the subject application based on, among other things, its rights to the registered mark ENTREPRENEUR PRESS.

143. In answer to Paragraph 143, EMI admits that it is opposing the subject application based on, among other things, its rights to the registered mark ENTREPRENEUR’S STARTUPS.

144. In answer to Paragraph 144, EMI admits that it is opposing the subject application based on, among other things, its rights to the registered mark ENTREPRENEUR ASSIST.

145. EMI denies each and every allegation contained in Paragraph 145.

146. EMI denies each and every allegation contained in Paragraph 146.

147. EMI denies each and every allegation contained in Paragraph 147.

148. EMI denies each and every allegation contained in Paragraph 148.

149. EMI denies each and every allegation contained in Paragraph 149.

150. EMI denies each and every allegation contained in Paragraph 150.

151. EMI denies each and every allegation contained in Paragraph 151.

152. In answer to Paragraph 152, which is duplicative of other allegations, EMI does not know the intended meaning the phrase “ENTREPRENEUR-based marks for goods offered to entrepreneurs” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “ENTREPRENEUR-based marks for goods offered to entrepreneurs.”

153. In answer to Paragraph 153, which is duplicative of other allegations, EMI does not know the intended meaning the phrase “ENTREPRENEUR-based marks for services offered to entrepreneurs” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “ENTREPRENEUR-based marks for services offered to entrepreneurs.”

154. In answer to Paragraph 154, which is duplicative of other allegations, EMI does not know the intended meaning of the phrase “ENTREPRENEUR-based marks for entrepreneur related goods” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “ENTREPRENEUR-based marks for entrepreneur related goods.”

155. In answer to Paragraph 155, which is duplicative of other allegations, EMI does not know the intended meaning the phrase “ENTREPRENEUR-based marks for entrepreneur

related services” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “ENTREPRENEUR-based marks for entrepreneur related services.”

156. In answer to Paragraph 156, which EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to “ENTREPRENEUR-based marks” but admits that it claims exclusive rights for all goods and services listed in Registration No. 1,453,968.

157. In answer to Paragraph 157, which is identical to the allegations in Paragraph 156 above, EMI incorporates herein its answer to Paragraph 156 above.

158. In answer to Paragraph 158, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to “ENTREPRENEUR-based marks” but admits that it claims exclusive rights for all goods and services listed in Registration No. 2,263,883.

159. In answer to Paragraph 159, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to “ENTREPRENEUR-based marks” but admits that it claims exclusive rights for all goods and services listed in Registration No. 2,502,032.

160. In answer to Paragraph 160, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to “ENTREPRENEUR-based marks” but admits that it claims exclusive rights for all goods and services listed in Registration No. 3,519,022.

161. In answer to Paragraph 161, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies that it is claiming, in this opposition

proceeding, exclusive rights to “ENTREPRENEUR-based marks” but admits that it claims exclusive rights for all goods and services listed in Registration No. 3,652,950.

162. In answer to Paragraph 162, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to “ENTREPRENEUR-based marks” but admits that it claims exclusive rights for all goods and services listed in Registration No. 3,266,532.

163. In answer to Paragraph 163, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to “ENTREPRENEUR-based marks” but admits that it claims exclusive rights for all goods and services listed in Registration No. 3,470,064.

164. In answer to Paragraph 164, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to “ENTREPRENEUR-based marks” but admits that it claims exclusive rights for all goods and services listed in Registration No. 3,204,899.

165. In answer to Paragraph 165, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies that it is claiming, in this opposition proceeding, exclusive rights to “ENTREPRENEUR-based marks” but admits that it claims exclusive rights for all goods and services listed in Registration No. 3,924,374.

166. In answer to Paragraph 166, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and the phrase “pursuit of business opportunities” and based thereon denies the allegations contained therein.

167. In answer to Paragraph 167, which is duplicative of other allegations, EMI does not know the intended meaning of the terms “ENTREPRENEUR-based marks” and “business opportunity goods” and based thereon denies the allegations therein.

168. In answer to Paragraph 168, which is duplicative of other allegations, EMI does not know the intended meaning of the terms “ENTREPRENEUR-based marks” and “business opportunity services” and based thereon denies the allegations therein.

169. In answer to Paragraph 169, which is duplicative of other allegations, EMI does not know the intended meaning of the terms “ENTREPRENEUR-based marks” and “business opportunity related goods” and based thereon denies the allegations therein.

170. In answer to Paragraph 170, which is duplicative of other allegations, EMI does not know the intended meaning of the terms “ENTREPRENEUR-based marks” and “business opportunity related services” and based thereon denies the allegations therein.

171. In answer to Paragraph 171, which is duplicative of other allegations, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies the allegations therein.

172. In answer to Paragraph 172, which is identical to the allegations in Paragraph 171 above, EMI incorporates herein its answer to Paragraph 171.

173. In answer to Paragraph 173, which is duplicative of other allegations, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies the allegations therein.

174. In answer to Paragraph 174, which is duplicative of other allegations, EMI does not know the intended meaning of the term “ENTREPRENEUR-based marks” and based thereon denies the allegations therein.



175. In answer to Paragraph 175, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all “goods offered to entrepreneurs.”

176. In answer to Paragraph 176, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for all “services offered to entrepreneurs.”

177. In answer to Paragraph 177, EMI does not know the intended meaning of the term “entrepreneur related goods” and based thereon denies the allegations therein.

178. In answer to Paragraph 178, EMI does not know the intended meaning of the term “entrepreneur related services” and based thereon denies the allegations therein.

179. In answer to Paragraph 179, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for all goods and services listed in the Registration No. 1,453,968” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent the registration and other use of the NETREPRENEUR mark by Applicant for all goods and services listed in the Registration No. 1,453,968.

180. In answer to Paragraph 180, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for all goods and services listed in the Registration No. 2,263,883” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent the registration and other use of the NETREPRENEUR mark by Applicant for all goods and services listed in the Registration No. 2,263,883.

181. In answer to Paragraph 181, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for all goods and services listed in the Registration No. 2,502,032” in the context of this opposition proceeding

and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent the registration and other use of the NETREPRENEUR mark by Applicant for all goods and services listed in the Registration No. 2,502,032.

182. In answer to Paragraph 182, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for all goods and services listed in the Registration No. 3,519,022” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent the registration and other use of the NETREPRENEUR mark by Applicant for all goods and services listed in the Registration No. 3,519,022.

183. In answer to Paragraph 183, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for all goods and services listed in the Registration No. 3,652,950” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent the registration and other use of the NETREPRENEUR mark by Applicant for all goods and services listed in the Registration No. 3,652,950.

184. In answer to Paragraph 184, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for all goods and services listed in the Registration No. 3,266,532” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent the registration and other use of the NETREPRENEUR mark by Applicant for all goods and services listed in the Registration No. 3,266,532.

185. In answer to Paragraph 185, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for all goods and

services listed in the Registration No. 3,470,064” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent the registration and other use of the NETREPRENEUR mark by Applicant for all goods and services listed in the Registration No. 3,470,064.

186. In answer to Paragraph 186, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for all goods and services listed in the Registration No. 3,204,899” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent the registration and other use of the NETREPRENEUR mark by Applicant for all goods and services listed in the Registration No. 3,204,899.

187. In answer to Paragraph 187, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for all goods and services listed in the Registration No. 3,924,374” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent the registration and other use of the NETREPRENEUR mark by Applicant for all goods and services listed in the Registration No. 3,924,374.

188. In answer to Paragraph 188, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for the pursuit of business opportunities” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent registration and other use of the NETREPRENEUR mark by Applicant for the “pursuit of business activities” if and to the extent those activities are the same or similar to, or are likely to cause confusion with, the goods and services for which Opposer has registered its trademarks.

189. In answer to Paragraph 189, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for business opportunity goods” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent registration and other use of the NETREPRENEUR mark by Applicant for “business opportunity goods” if and to the extent those goods are the same or similar to, and/or are likely to cause confusion with, the goods and services for which Opposer has registered its trademarks.

190. In answer to Paragraph 190, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for business opportunity services” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent registration and other use of the NETREPRENEUR mark by Applicant for “business opportunity services” if and to the extent those services are the same or similar to, and/or are likely to cause confusion with, the goods and services for which Opposer has registered its trademarks.

191. In answer to Paragraph 191, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for business opportunity related goods” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent registration and other use of the NETREPRENEUR mark by Applicant for “business opportunity related goods” if and to the extent those goods are the same or similar to, or are likely to cause confusion with, the goods and services for which Opposer has registered its trademarks.

192. In answer to Paragraph 192, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for business opportunity

related services” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent registration and other use of the NETREPRENEUR mark by Applicant for “business opportunity related services” if and to the extent those services are the same or similar to, or are likely to cause confusion with, the goods and services for which Opposer has registered its trademarks.

193. In answer to Paragraph 193, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for printed materials pertaining to business opportunities” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent registration and other use of the NETREPRENEUR mark by Applicant for “printed materials pertaining to business opportunities” if and to the extent those printed materials are the same or similar to, or are likely to cause confusion with, the goods and services for which Opposer has registered its trademarks.

194. In answer to Paragraph 194, EMI does not know the intended meaning of the phrase “Opposer claims exclusive rights to the NETREPRENEUR mark for printed materials related to business opportunities” in the context of this opposition proceeding and based thereon denies the allegations therein; however, EMI admits that it has the right to prevent registration and other use of the NETREPRENEUR mark by Applicant for “printed materials related to business opportunities” if and to the extent those printed materials are the same or similar to, or are likely to cause confusion with, the goods and services for which Opposer has registered its trademarks.

195. In answer to Paragraph 195, EMI denies that it is claiming, in this opposition proceeding, exclusive rights to the stated mark for “all goods and services listed in Application No. 85,079,659.”

196. In answer to Paragraph 196, EMI admits, in this opposition proceeding, that it does not own exclusive rights in the stated mark for “all goods and services listed in Application No. 85,079,659.

Registration No. 1453968

197. EMI admits the allegations contained in Paragraph 197.

198. Paragraph 198 is a legal conclusion and/or argument not subject to admission or denial.

199. EMI denies each and every allegation contained in Paragraph 199.

200. EMI denies each and every allegation contained in Paragraph 200.

201. EMI denies each and every allegation contained in Paragraph 201.

202. EMI denies each and every allegation contained in Paragraph 202.

203. EMI denies each and every allegation contained in Paragraph 203.

204. EMI denies each and every allegation contained in Paragraph 204.

205. EMI denies each and every allegation contained in Paragraph 205.

206. EMI denies each and every allegation contained in Paragraph 206.

Registration No. 2263883

207. EMI admits the allegations contained in Paragraph 207.

208. Paragraph 208 is a legal conclusion and/or argument not subject to admission or denial.

209. EMI denies each and every allegation contained in Paragraph 209.

- 210. EMI denies each and every allegation contained in Paragraph 210.
- 211. EMI denies each and every allegation contained in Paragraph 211.
- 212. EMI denies each and every allegation contained in Paragraph 212.
- 213. EMI denies each and every allegation contained in Paragraph 213.
- 214. EMI denies each and every allegation contained in Paragraph 214.
- 215. EMI denies each and every allegation contained in Paragraph 215.
- 216. EMI denies each and every allegation contained in Paragraph 216.

Registration No. 2502032

- 217. EMI admits the allegations contained in Paragraph 217.
- 218. Paragraph 218 is a legal conclusion and/or argument not subject to admission or denial.

- 219. EMI denies each and every allegation contained in Paragraph 219.
- 220. EMI denies each and every allegation contained in Paragraph 220.
- 221. EMI denies each and every allegation contained in Paragraph 221.
- 222. EMI denies each and every allegation contained in Paragraph 222.
- 223. EMI denies each and every allegation contained in Paragraph 223.
- 224. EMI denies each and every allegation contained in Paragraph 224.
- 225. EMI denies each and every allegation contained in Paragraph 225.
- 226. EMI denies each and every allegation contained in Paragraph 226.

Registration No. 3519022

- 227. EMI admits the allegations contained in Paragraph 227.
- 228. Paragraph 228 is a legal conclusion and/or argument not subject to admission or denial.

229. EMI denies each and every allegation contained in Paragraph 229.
230. EMI denies each and every allegation contained in Paragraph 230.
231. EMI denies each and every allegation contained in Paragraph 231.
232. EMI denies each and every allegation contained in Paragraph 232.
233. EMI denies each and every allegation contained in Paragraph 233.
234. EMI denies each and every allegation contained in Paragraph 234.
235. EMI denies each and every allegation contained in Paragraph 235.
236. EMI denies each and every allegation contained in Paragraph 236.
237. EMI denies each and every allegation contained in Paragraph 237.
238. In response to Paragraph 238, EMI denies the accuracy of the quotation from

*Entrepreneur Media v. Smith*, 279 F.3d 1135 (9th Cir. 2002). Instead, the Ninth Circuit wrote:

The word ‘entrepreneur’ describes both the subject matter and the intended audience of the magazine and programs; an entirely unimaginative, literal-minded person would understand the significance of the reference. As such, the word ‘describes the qualities or characteristics’ of EMI’s products, and is not merely suggestive. *Park ‘N Fly*, 469 U.S. at 194 . . . ; *see also McGraw-Hill Publ’g Co. v. American Aviation Assocs.*, 117 F.2d 293, 295 (D.C. Cir. 1940) (discussing the magazine ‘*Aviation*’: ‘It is difficult to conceive of a term that would be more descriptive of the contents of the plaintiff’s magazine. The plaintiff suggests that a descriptive word designates some physical characteristic. But that magazines may be described by their subject matter is too clear to be doubted’) (citations omitted); *Scholastic, Inc. v. Macmillan, Inc.*, 650 F.Supp. 866, 871 (S.D.N.Y. 1987) . . . . The need of others in the marketplace to use the term ‘entrepreneur’ to describe their goods or services confirms that EMI’s mark is descriptive. *See Rodeo Collection*, 812 F.2d at 1218.

*Entrepreneur Media*, 279 F.3d at 1142-43. Except as expressly so admitted or denied, EMI denies each and every allegation contained in Paragraph 238.

239. In response to Paragraph 239, EMI admits that the Ninth Circuit, in *Entrepreneur Media v. Smith*, 279 F.3d at 1143-44. wrote that: “the common and necessary uses of the word



‘entrepreneur’ provide strong evidence that that EMI cannot have the exclusive right to use the word ‘entrepreneur’ in any mark identifying a printed publication addressing subjects related to entrepreneurship” (emphasis original), but avers the fact that both the terms “word” and “in” were italicized, as written herein. Except as expressly so admitted, EMI denies each and every allegation contained in Paragraph 239.

240. In answer to Paragraph 240, EMI denies that it is claiming, in this opposition proceeding, such exclusive rights.

241. EMI denies each and every allegation contained in Paragraph 241.

242. EMI denies each and every allegation contained in Paragraph 242.

243. EMI denies each and every allegation contained in Paragraph 243.

244. EMI denies each and every allegation contained in Paragraph 244.

Registration No. 3652950

245. EMI admits the allegations contained in Paragraph 245.

246. Paragraph 246 is a legal conclusion and/or argument not subject to admission or denial.

247. EMI denies each and every allegation contained in Paragraph 247.

248. EMI denies each and every allegation contained in Paragraph 248.

249. EMI denies each and every allegation contained in Paragraph 249.

250. EMI denies each and every allegation contained in Paragraph 250.

251. EMI denies each and every allegation contained in Paragraph 251.

252. EMI denies each and every allegation contained in Paragraph 252.

253. EMI denies each and every allegation contained in Paragraph 253.

254. EMI denies each and every allegation contained in Paragraph 254.

255. EMI denies each and every allegation contained in Paragraph 255.

256. In response to Paragraph 256, EMI denies the accuracy of the quotation from *Entrepreneur Media v. Smith*, 279 F.3d 1135 (9th Cir. 2002). Instead, the Ninth Circuit wrote:

The word ‘entrepreneur’ describes both the subject matter and the intended audience of the magazine and programs; an entirely unimaginative, literal-minded person would understand the significance of the reference. As such, the word ‘describes the qualities or characteristics’ of EMI’s products, and is not merely suggestive. *Park ‘N Fly*, 469 U.S. at 194 . . .; *see also McGraw-Hill Publ’g Co. v. American Aviation Assocs.*, 117 F.2d 293, 295 (D.C. Cir. 1940) (discussing the magazine ‘*Aviation*’: ‘It is difficult to conceive of a term that would be more descriptive of the contents of the plaintiff’s magazine. The plaintiff suggests that a descriptive word designates some physical characteristic. But that magazines may be described by their subject matter is too clear to be doubted’) (citations omitted); *Scholastic, Inc. v. Macmillan, Inc.*, 650 F.Supp. 866, 871 (S.D.N.Y. 1987) . . . . The need of others in the marketplace to use the term ‘entrepreneur’ to describe their goods or services confirms that EMI’s mark is descriptive. *See Rodeo Collection*, 812 F.2d at 1218.

*Entrepreneur Media*, 279 F.3d at 1142-43. Except as expressly so admitted or denied, EMI denies each and every allegation contained in Paragraph 256.

257. In response to Paragraph 257, EMI admits that the Ninth Circuit, in *Entrepreneur Media v. Smith*, 279 F.3d at 1143-44. wrote that: “the common and necessary uses of the word ‘entrepreneur’ provide strong evidence that that EMI cannot have the exclusive right to use the word ‘entrepreneur’ in any mark identifying a printed publication addressing subjects related to entrepreneurship” (emphasis original), but avers the fact that both the terms “word” and “in” were italicized, as written herein. Except as expressly so admitted, EMI denies each and every allegation contained in Paragraph 257.

258. In answer to Paragraph 258, EMI denies that it is claiming, in this opposition proceeding, such exclusive rights.

259. EMI admits that it disclaimed the word “ENTREPRENEUR” in Registration No. 3652950. Except as expressly so admitted, EMI denies each and every allegation contained in Paragraph 259.

260. EMI denies each and every allegation contained in Paragraph 260.

261. EMI denies each and every allegation contained in Paragraph 261.

262. EMI denies each and every allegation contained in Paragraph 262.

263. EMI denies each and every allegation contained in Paragraph 263.

Supplemental Registration No. 76670060

264. EMI admits the allegations contained in Paragraph 264.

265. Paragraph 265 is a legal conclusion and/or argument not subject to admission or denial.

266. EMI denies each and every allegation contained in Paragraph 266.

267. EMI denies each and every allegation contained in Paragraph 267.

268. EMI denies each and every allegation contained in Paragraph 268.

269. EMI denies each and every allegation contained in Paragraph 269.

270. EMI denies each and every allegation contained in Paragraph 270.

271. EMI denies each and every allegation contained in Paragraph 271.

272. EMI denies each and every allegation contained in Paragraph 272.

273. EMI denies each and every allegation contained in Paragraph 273.

274. Paragraph 274 is a legal conclusion and/or argument not subject to admission or denial.

275. EMI denies each and every allegation contained in Paragraph 275.

276. EMI denies each and every allegation contained in Paragraph 276.

277. EMI denies each and every allegation contained in Paragraph 277.

278. EMI denies each and every allegation contained in Paragraph 278.

279. EMI denies each and every allegation contained in Paragraph 279.

280. EMI denies each and every allegation contained in Paragraph 280.

281. EMI denies each and every allegation contained in Paragraph 281.

282. EMI denies each and every allegation contained in Paragraph 282.

Registration No. 3470064

283. EMI admits the allegations contained in Paragraph 283.

284. Paragraph 284 is a legal conclusion and/or argument not subject to admission or denial.

285. EMI denies each and every allegation contained in Paragraph 285.

286. EMI denies each and every allegation contained in Paragraph 286.

287. EMI denies each and every allegation contained in Paragraph 287.

288. EMI denies each and every allegation contained in Paragraph 288.

289. EMI denies each and every allegation contained in Paragraph 289.

290. EMI denies each and every allegation contained in Paragraph 290.

291. EMI denies each and every allegation contained in Paragraph 291.

292. EMI denies each and every allegation contained in Paragraph 292.

293. In response to Paragraph 293, EMI denies the accuracy of the quotation from

*Entrepreneur Media v. Smith*, 279 F.3d 1135 (9th Cir. 2002). Instead, the Ninth Circuit wrote:

The word ‘entrepreneur’ describes both the subject matter and the intended audience of the magazine and programs; an entirely unimaginative, literal-minded person would understand the significance of the reference. As such, the word ‘describes the qualities or characteristics’ of EMI’s products, and is not merely suggestive. *Park ‘N Fly*, 469 U.S. at 194 . . .; *see also McGraw-*

*Hill Publ'g Co. v. American Aviation Assocs.*, 117 F.2d 293, 295 (D.C. Cir. 1940) (discussing the magazine ‘*Aviation*’: ‘It is difficult to conceive of a term that would be more descriptive of the contents of the plaintiff’s magazine. The plaintiff suggests that a descriptive word designates some physical characteristic. But that magazines may be described by their subject matter is too clear to be doubted’) (citations omitted); *Scholastic, Inc. v. Macmillan, Inc.*, 650 F.Supp. 866, 871 (S.D.N.Y. 1987) . . . . The need of others in the marketplace to use the term ‘entrepreneur’ to describe their goods or services confirms that EMI’s mark is descriptive. *See Rodeo Collection*, 812 F.2d at 1218.

*Entrepreneur Media*, 279 F.3d at 1142-43. Except as expressly so admitted or denied, EMI denies each and every allegation contained in Paragraph 293.

294. In response to Paragraph 294, EMI admits that the Ninth Circuit, in *Entrepreneur Media v. Smith*, 279 F.3d at 1143-44. wrote that: “the common and necessary uses of the word ‘entrepreneur’ provide strong evidence that that EMI cannot have the exclusive right to use the word ‘entrepreneur’ in any mark identifying a printed publication addressing subjects related to entrepreneurship” (emphasis original), but avers the fact that both the terms “word” and “in” were italicized, as written herein. Except as expressly so admitted, EMI denies each and every allegation contained in Paragraph 294.

295. In answer to Paragraph 295, EMI denies that it is claiming, in this opposition proceeding, such exclusive rights.

296. EMI admits that it disclaimed the word “PRESS” in Registration No. 3470064. Except as expressly so admitted, EMI denies each and every allegation contained in Paragraph 296.

297. EMI denies each and every allegation contained in Paragraph 297.

298. EMI denies each and every allegation contained in Paragraph 298.

299. EMI denies each and every allegation contained in Paragraph 299.

300. EMI admits the allegations contained in Paragraph 300.
301. Paragraph 301 is a legal conclusion and/or argument not subject to admission or denial.
302. EMI denies each and every allegation contained in Paragraph 302.
303. EMI denies each and every allegation contained in Paragraph 303.
304. EMI denies each and every allegation contained in Paragraph 304.
305. EMI denies each and every allegation contained in Paragraph 305.
306. EMI denies each and every allegation contained in Paragraph 306.
307. EMI denies each and every allegation contained in Paragraph 307.
308. EMI denies each and every allegation contained in Paragraph 308.
309. EMI denies each and every allegation contained in Paragraph 309.
310. EMI denies each and every allegation contained in Paragraph 310.
311. In response to Paragraph 311, EMI denies the accuracy of the quotation from *Entrepreneur Media v. Smith*, 279 F.3d 1135 (9th Cir. 2002). Instead, the Ninth Circuit wrote:

The word ‘entrepreneur’ describes both the subject matter and the intended audience of the magazine and programs; an entirely unimaginative, literal-minded person would understand the significance of the reference. As such, the word ‘describes the qualities or characteristics’ of EMI’s products, and is not merely suggestive. *Park ‘N Fly*, 469 U.S. at 194 . . . ; *see also McGraw-Hill Publ’g Co. v. American Aviation Assocs.*, 117 F.2d 293, 295 (D.C. Cir. 1940) (discussing the magazine ‘*Aviation*’: ‘It is difficult to conceive of a term that would be more descriptive of the contents of the plaintiff’s magazine. The plaintiff suggests that a descriptive word designates some physical characteristic. But that magazines may be described by their subject matter is too clear to be doubted’’) (citations omitted); *Scholastic, Inc. v. Macmillan, Inc.*, 650 F.Supp. 866, 871 (S.D.N.Y. 1987) . . . . The need of others in the marketplace to use the term ‘entrepreneur’ to

describe their goods or services confirms that EMI's mark is descriptive. *See Rodeo Collection*, 812 F.2d at 1218.

*Entrepreneur Media*, 279 F.3d at 1142-43. Except as expressly so admitted or denied, EMI denies each and every allegation contained in Paragraph 311.

312. In response to Paragraph 312, EMI admits that the Ninth Circuit, in *Entrepreneur Media v. Smith*, 279 F.3d at 1143-44. wrote that: "the common and necessary uses of the word 'entrepreneur' provide strong evidence that that EMI cannot have the exclusive right to use the word 'entrepreneur' in any mark identifying a printed publication addressing subjects related to entrepreneurship" (emphasis original), but avers the fact that both the terms "word" and "in" were italicized, as written herein. Except as expressly so admitted, EMI denies each and every allegation contained in Paragraph 312.

313. In answer to Paragraph 313, EMI denies that it is claiming, in this opposition proceeding, such exclusive rights.

314. In answer to Paragraph 314, EMI admits that ENTREPRENEUR'S is the possessive of "entrepreneur". Except as expressly so admitted, EMI denies each and every allegation contained in Paragraph 314.

315. In answer to Paragraph 315, EMI admits that STARTUPS is the plural of startup. Except as expressly so admitted, EMI denies each and every allegation contained in Paragraph 315.

316. EMI denies each and every allegation contained in Paragraph 316.

317. EMI denies each and every allegation contained in Paragraph 317.

318. EMI denies each and every allegation contained in Paragraph 318.

Registration No. 3924374

319. EMI admits the allegations contained in Paragraph 319.

320. Paragraph 320 is a legal conclusion and/or argument not subject to admission or denial.

321. EMI denies each and every allegation contained in Paragraph 321.

322. EMI denies each and every allegation contained in Paragraph 322.

323. EMI denies each and every allegation contained in Paragraph 323.

324. EMI denies each and every allegation contained in Paragraph 324.

325. EMI denies each and every allegation contained in Paragraph 325.

326. EMI denies each and every allegation contained in Paragraph 326.

327. EMI denies each and every allegation contained in Paragraph 327.

328. EMI denies each and every allegation contained in Paragraph 328.

329. In response to Paragraph 329, EMI denies the accuracy of the quotation from *Entrepreneur Media v. Smith*, 279 F.3d 1135 (9th Cir. 2002). Instead, the Ninth Circuit wrote:

The word ‘entrepreneur’ describes both the subject matter and the intended audience of the magazine and programs; an entirely unimaginative, literal-minded person would understand the significance of the reference. As such, the word ‘describes the qualities or characteristics’ of EMI’s products, and is not merely suggestive. *Park ‘N Fly*, 469 U.S. at 194 . . . ; *see also McGraw-Hill Publ’g Co. v. American Aviation Assocs.*, 117 F.2d 293, 295 (D.C. Cir. 1940) (discussing the magazine ‘*Aviation*’: ‘It is difficult to conceive of a term that would be more descriptive of the contents of the plaintiff’s magazine. The plaintiff suggests that a descriptive word designates some physical characteristic. But that magazines may be described by their subject matter is too clear to be doubted’) (citations omitted); *Scholastic, Inc. v. Macmillan, Inc.*, 650 F.Supp. 866, 871 (S.D.N.Y. 1987) . . . . The need of others in the marketplace to use the term ‘entrepreneur’ to describe their goods or services confirms that EMI’s mark is descriptive. *See Rodeo Collection*, 812 F.2d at 1218.

*Entrepreneur Media*, 279 F.3d at 1142-43. Except as expressly so admitted or denied, EMI denies each and every allegation contained in Paragraph 329.



330. In response to Paragraph 330, EMI admits that the Ninth Circuit, in *Entrepreneur Media v. Smith*, 279 F.3d at 1143-44, wrote that: “the common and necessary uses of the word ‘entrepreneur’ provide strong evidence that that EMI cannot have the exclusive right to use the word ‘entrepreneur’ in any mark identifying a printed publication addressing subjects related to entrepreneurship” (emphasis original), but avers the fact that both the terms “word” and “in” were italicized, as written herein. Except as expressly so admitted, EMI denies each and every allegation contained in Paragraph 330.

331. In answer to Paragraph 331, EMI denies that it is claiming, in this opposition proceeding, such exclusive rights.

332. EMI denies each and every allegation contained in Paragraph 332.

333. EMI denies each and every allegation contained in Paragraph 333.

334. EMI denies each and every allegation contained in Paragraph 334.

335. EMI denies each and every allegation contained in Paragraph 335.

336. EMI denies each and every allegation contained in Paragraph 336.

### **AFFIRMATIVE DEFENSES**

As affirmative defenses to Applicant’s Counterclaims, Opposer alleges as follows:

1. Applicant’s Counterclaims fail to state a claim upon which relief can be granted.
2. Opposer has a right of priority in the marks that are the subject of Applicant’s Counterclaims.
3. Applicant’s Counterclaims are barred under the doctrine of estoppel.
4. Applicant’s Counterclaims are barred under the doctrine of unclean hands.
5. Applicant’s Counterclaims are barred under the doctrine of laches.
6. Applicant’s Counterclaims are barred by acquiescence.
7. Applicant’s Counterclaims are barred under the doctrine of waiver.

8. Applicant's Counterclaims are barred because Applicant does not have standing.
9. Applicant's Counterclaims are barred on the grounds that Opposer's trademarks are incontestable.
10. Applicant's Counterclaims are barred on the grounds of fraud.
11. Opposer reserves the right to plead any affirmative defenses which may be disclosed by discovery or further case investigation.

Respectfully submitted on August 2, 2012

By: /s/ Mark A. Finkelstein

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Attorney for Entrepreneur Media, Inc.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the above and foregoing document entitled ENTREPRENEUR MEDIA, INC.'S ANSWER TO COUNTERCLAIM FOR CANCELLATION OF REGISTRATION has been served on Alibaba Group Holding Limited:

STEPHEN R. GARCIA  
Fenwick & West LLP  
801 California Street, Silicon Valley Center  
Mountain View, CA 94041

by mailing the same via United States mail, postage prepaid, on this 2nd day of August, 2012.

/s/ Lucy Jewett Wheatley  
Attorney for Entrepreneur Media, Inc.